

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

LIBERTY SALAD, INC., et al	:	CIVIL ACTION
	:	
v.	:	
	:	
GROUNDHOG ENTERPRISES, INC.	:	No. 17-CV-226

ORDER

AND NOW, this 21st day of September, 2018, IT IS HEREBY ORDERED that:

1. The motion of Groundhog Enterprises, Inc., for summary judgment (Dkt. #46) is REFUSED. The parties were not subject to an express written contract and consideration of the plaintiffs' other claims is premature.
2. The motion of Liberty Salad, Inc., and Eighth Street Salad, Inc., for summary judgment (Dkt. #47) is hereby GRANTED. The parties created an implied contract under the following terms:

In return for Lynx's processing services, Liberty Salad, Inc., and Eighth Street Salad, Inc., agreed to pay:

- 1.) a flat rate fee of 1.99 % for all Visa, Mastercard, and Discover transactions;
- 2.) a \$4.95 monthly Statement Fee; and
- 3.) for 48 months, a monthly fee of \$59.99 for processing equipment.

Lynx agreed to reimburse Liberty Salad, Inc., and Eighth Street Salad, Inc., for up to \$495 paid to former servicers for terminating them.

3. Discovery shall proceed on Counts two (unjust enrichment), three (breach of an implied covenant, and five (fraud).

BY THE COURT:

/s/ J. William Ditter, Jr.

J. WILLIAM DITTER, JR., J.